

Bond Counsel Responses to Questions

1. Within the RFP it is noted, "Each proposal should not exceed 15 pages..." Does this page limit include any appendices that we would use to clarify, expand upon or further support information requested within the sections?

The page limit is 15 pages, inclusive of everything.

2. Paragraph 5 notes that "firms should submit separate sets of proposals if it wants the City to consider awarding the firm a contract for the G.O. bond counsel services, a contract for CBF revenue bond counsel services and placement on the conduit, revenue bond sale panel". Please confirm that if a firm wants to submit for all services, the City expects three separate responses for (1) General Obligation Bond Counsel, (2) Common Bond Fund Counsel, and (3) Conduit Revenue Bond Counsel, including information responsive to the questions in III. General Instructions – Proposal Content, 2. Proposal Submittal.

Yes, if a firm wants to submit for all services, the City expects three separate responses inclusive of all required content.

3. Please confirm whether responses are to be submitted via email only, or if paper copies are required.

Per Section V. only email responses should be submitted.

4. Relevant Bond Counsel Experience – Can this information be provided as an attachment? Does it count towards the page limit?

Relevant Bond Counsel Experience counts towards the page limit. All attachments count towards the page limit.

5. Billings – Should this information be provided as an attachment? Does it count towards the page limit?

Billings count towards the page limit. All attachments count towards the page limit.

6. Actual or Potential Conflicts of Interest – If the City is not willing to give advance consent for conflict waivers, is it amenable to review and resolve waiver requests promptly if they do not involve litigation against the City?

It is difficult to say until we know or see any particular facts about a potential conflict, but yes, we would strive to address as efficiently as possible.

7. Section 2 – Equal Opportunity Statement says that "The Consultant shall have submitted and had an affirmative action plan approved by the City prior to entering into a contract". Our firm has an affirmative action plan on file for the State of Minnesota. Will this be acceptable?

Yes

8. Section 4 – Hold Harmless language nullifies the firm’s professional liability policy. Is the City open to a revision of this section of the contract?

The City will consider revising the defense and indemnity language in its contract based upon the review of a respondent’s request. However, the City will not necessarily revise contract language to reflect a respondent’s liability coverage language. For example, if defense costs are not covered in the liability policy the city may still require that the respondent defend the city even if it means the respondent will have to pay for city defense costs from a source other than insurance proceeds.